

**217-ENCLAVE AT CANYON LAKE
COMMUNITY ASSOCIATION, INC.**

1600 N.E. Loop 410, Suite 202
San Antonio, TX 78209
(210) 829-7202 OFFICE*(210) 829-5207 FAX

2010 PARK LEASE

1. LEASE

The Enclave at Canyon Lake Community Association, hereby called "LESSOR", grants to:

(Association Member's Name)

(Lot/Address - 78133)

(Telephone)

Hereinafter called "LESSEE", the non-assignable right to use that portion of the Enclave at Canyon Lake facility as follows: _____

Said right of use and occupancy to be solely for the following purpose:

Type of Event: _____ Number of Guests: _____

LESSEE shall be entitled to use these described leased premises for the use stated on the _____ day of _____, 2010, from _____ to _____.

(Parties are to be scheduled 10 AM - 10 PM ONLY)

2. RESERVATION, RENTAL CHARGE

LESSEE shall pay to LESSOR a non-refundable **Usage fee of \$100.00 and a Security Deposit fee of \$400.00** to be held by LESSOR as surety for proper clean-up, repair or replacement of property or equipment of LESSOR's property or equipment required because of damage sustained incident to LESSEE's use of the leased premises. Said deposit is to be refunded to LESSEE upon inspection of the premises by the Association Manager or his agent, less any expenses for security, clean-up, fines, or repair of damages sustained to the leased premises, common areas owned by the Association and/or other areas maintained by the Association. The amount of such deduction shall be at the absolute discretion of the Manager. Further, LESSEE agrees to reimburse LESSOR, upon demand, any sum required for security, clean-up, repair or replacement. **Reservations must be made at least two (2) weeks in advance. Fees must be paid at least seven (7) days before the scheduled event. The reservation is not confirmed until fees have been received by the Association office. Two (2) separate checks please.**

3. GUEST CONDUCT RULES:

The LESSEE (homeowner member) is solely responsible for the conduct of guests or others on the leased premises incidental to or during the time of the lease. THE LESSEE (HOMEOWNER MEMBER) MUST BE PRESENT ON THE LEASED PREMISES AT ALL TIMES DURING THE LEASE PERIOD. LESSEE agrees to be responsible for strict observance and adherence by LESSEE and LESSEE's guests to all rules and regulations of LESSOR regarding use of and conduct on the leased premises. A copy of such rules is attached hereto and is a part hereof.

4. INDEMNITY

LESSEE, by accepting this lease, agrees to release LESSOR, its officers, directors, and employees from all damages and claims of every kind, whether to person or to property, arising incident to or during the LESSEE's use of the leased premises and LESSEE agrees to hold the LESSOR, its officers, directors and employees harmless from any damage, claim, lawsuit or judgment sustained by LESSEE or any of its agents, employees, invitees, guests or any other persons, on the leased premises incidental to or during the time of the lease, and to indemnify the LESSOR, its officers, directors or employees against any and all claims, demands, lawsuits or judgments arising from the negligence of the LESSOR, its officers, directors, or employees.

ALL PARTIES MUST END BY 10:00 P.M. UNLESS OTHERWISE AGREED UPON

ALL TRASH AND GARBAGE MUST BE REMOVED FROM THE SITE AFTER THE PARTY.

YOU ARE REQUIRED TO LEAVE THE FACILITY. IF THEY ARE NOT CLEAN WHEN YOU ARRIVE

AT THE FACILITY, CALL THE ASSOCIATION OFFICE AT (210) 829-7202.

5. INSPECTION AND TERMINATION

A member of the Board of Directors or any agent of LESSOR shall have the right to inspect the leased premises during the term of LESSEE's rental of same and may demand cessation of any function and request guests to leave the premises if the rules and regulations are not observed. The Board of Directors or any agent so empowered by them shall also have the right to terminate this agreement for any reason, including but not limited to nonpayment of fees or deposits, and this agreement shall be null and void. In the event this agreement is terminated for nonpayment of fees, the above Security Deposit shall be forfeited to LESSOR.

6. OTHER

Executed this _____ day of _____, 2010.

The Enclave at Canyon Lake Community Association, Inc.
BY:

LESSOR

LESSEE

Phone: _____ (daytime)
_____ (evening)

Office Use Only:

Usage Fee Paid: \$ _____ Check #: _____

Security Deposit Paid: \$ _____ Check #: _____

Security Deposit Returned: _____

Date